

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

GARY J. LONCZAK,)	
)	
)	
vs.)	CIVIL ACTION NO.: 05-30180-KPN
)	
CALLAWAY GOLF BALL OPERATIONS, INC.)	
Defendant)	
)	

MOTION IN LIMINE TO EXCLUDE REFERENCES TO DEFECTIVE RELEASES

Now comes the plaintiff and moves in limine that the defendant be prohibited from making reference during the trial to the release signed by the plaintiff in 2004, except for any necessary reference to severance pay in terms of damages that was paid, and as reason therefore states:

1. Plaintiff in this case signed a release around the time of his discharge which the defendant has agreed is defective under the Older Worker Benefit Protection Act. Because of this, the plaintiff moves that the defendant not be allowed to make any reference to the jury of the plaintiff having signed a release of his age discrimination claims as the release itself is legally effective.

THE PLAINTIFF, GARY LONCZAK
BY HIS ATTORNEY

Dated: February 21, 2008

/S/ Maurice M. Cahillane
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CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document was served this 21st day of February, 2008, on all parties, by delivering in hand to Jay M. Presser, Esq., Skoler, Abbott & Presser, 1 Monarch Place, Springfield, MA 01144.

/S/ Maurice M. Cahillane
Maurice M. Cahillane, Esquire